



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

**FEASIBILITY ANALYSIS AND RISK
ASSESSMENT OF TECHNICAL PROPOSALS**

FOR

**ASSESSMENT ADMINISTRATION &
VALUATION COTS SOFTWARE**

REQUEST FOR PROPOSAL

CATS TORFP PROJECT E50P6200071

DEPARTMENT OF ASSESSMENTS & TAXATION (SDAT)

ISSUE DATE: April 6, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	FEASIBILITY ANALYSIS AND RISK ASSESSMENT OF TECHNICAL PROPOSALS FOR ASSESSMENT ADMINISTRATION & VALUATION COTS SOFTWARE REQUEST FOR PROPOSAL
Functional Area:	F10 – IT Management Consulting Services
TORFP Issue Date:	04/06/2006
Closing Date and Time:	05/11/2006 at 11:00 a.m.
TORFP Issuing Agency:	DEPARTMENT OF ASSESSMENTS & TAXATION (SDAT)
Send Questions and Proposals to:	JAMES P. WALLACE, CFO jwallace@dat.state.md.us
TO Procurement Officer:	JAMES P. WALLACE Office Phone Number: 410-767-1249 Office FAX Number: 410-333-7253
TO Manager:	JAMES QUARANTA jquaranta@dat.state.md.us Office Phone Number: 410-767-1123 Office FAX Number: 410-333-7253
TO Project Number:	ADPICS Purchase Order Number E50P6200071
TO Type:	Time and materials
Period of Performance:	06/15/2006 through 07/24/2006
MBE Goal:	Zero
Small Business Reserve (SBR):	No
Primary Place of Performance:	300 W. PRESTON STREET – ROOM 403 BALTIMORE, MD 21201
TO Pre-proposal Conference:	State Office Building 300 W. Preston Street – Auditorium Baltimore, Maryland 21201 Wednesday, 05/03/2006 at 9:00 AM See Attachment 5 for directions.

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to jquaranta@dat.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	FEASIBILITY ANALYSIS AND RISK ASSESSMENT OF TECHNICAL PROPOSALS FOR ASSESSMENT ADMINISTRATION & VALUATION COTS SOFTWARE REQUEST FOR PROPOSAL
TORFP Project Number:	ADPICS Purchase Order Number E50P6200071

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:
 - () Other commitments preclude our participation at this time.
 - () The subject of the TORFP is not something we ordinarily provide.
 - () We are inexperienced in the services required.
 - () Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - () The scope of work is beyond our present capacity.
 - () Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - () We cannot be competitive. (Explain in REMARKS section.)
 - () Time allotted for completion of a Task Order Proposal is insufficient.
 - () Start-up time is insufficient.
 - () Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - () TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - () Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - () Payment schedule too slow.
 - () Other: _____.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor
 Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ Email _____

SECTION 1 ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by SDAT e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The “subject” line in the e-mail submission shall state the TORFP #E50P6200071. The first file will be the TO Proposal technical response to this TORFP and titled, “CATS TORFP #E50P6200071 Technical”. The second file will be the financial response to this CATS TORFP and titled, “CATS TORFP #E50P6200071 Financial”. The proposal document, Attachment 3 - Conflict of Interest and Disclosure Affidavit, must be submitted as a .PDF file with a signature clearly visible.

1.4 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 300 W. Preston Street, Baltimore, Maryland 21201. Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Contractor) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

SECTION 2 SCOPE OF WORK

2.1 PURPOSE, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The State Department of Assessments and Taxation (SDAT) is issuing this CATS TORFP to select a contractor to provide a feasibility analysis and risk assessment of selected technical proposals submitted by vendors responding to SDAT's Assessment Administration & Valuation Software Request for Proposal (RFP), Reference SDAT-0030.

2.1.2 SDAT BACKGROUND

The service being requested is for the Department's Real Property Division. This division administers the tax laws covering the assessment of real property. The Department performs assessments on 1/3 of all real property in the State every year and certifies to local taxing authorities the assessment of each property. The program's mission is to promote fairness in taxation for Maryland property owners by uniformly appraising all taxable property at market value and to provide local governments with a timely and accurate assessable base.

2.1.3 PROJECT BACKGROUND

SDAT is in the process of soliciting via a separate Request for Proposal (RFP) a Commercial Off the Shelf (COTS) software solution that provides for assessment administration and valuation and incorporates the latest relational database technology. Since this RFP represents a major investment for the Department and the Department's IT staff has had limited exposure to the

anticipated system architectures to be proposed for a consolidated system of this magnitude, we are requesting an independent third party review of the system methodologies and technical approaches that will be proposed by Offerors submitting responses to the RFP. Through this TORFP, SDAT is soliciting proposals from CATS Master Contractors to assist SDAT with services to conduct a feasibility analysis and risk assessment of selected technical proposals that will be submitted in response to the SDAT RFP.

2.2 TECHNICAL REQUIREMENTS

The Department currently maintains two systems in its land administration and assessment valuation process; 1) the Assessment Data System (ADS) mainframe legacy system and 2) the Computer Assisted Mass Appraisal (CAMA) system.

SDAT faces two situations going forward. One is the ending life cycle of ADS. The other is the limitations the current CAMA system has when it comes to statewide access and the ability to maintain property attributes beyond the valuation component. It is the belief of SDAT that the most productive course of action would be to resolve the issues with ADS and move the current CAMA system from a distributed system of 24 databases to a single statewide system and provide for a property management as well as a property valuation system. As stated, ADS maintains the property location and ownership information. Assessment personnel must key into ADS to transfer property or create a new parcel. This information must then be downloaded to the CAMA system. Essentially, the assessment offices must maintain two systems, coordinating the updating of both to insure that the assessors have the administrative information to begin the valuation process.

The ADS legacy system uses Virtual Sequential Access Method (VSAM) as its file structure and operates on the Comptroller's mainframe system at the Annapolis Data Center (ADC). It is not a database in the true sense of the meaning. The ability to expand the system is limited because of VSAM. Looking at the system, one will see a variety of files that are linked via the 16 character property account ID. These files support informational systems for assessment notices, property appeals, valuation history, building permits, and electronic update journals. The ADS master record is 2000 bytes and currently has 19 bytes of filler available for additional data. To expand this record beyond its current size would encompass changes to approximately 500 programs. Another alternative would be the migration of this system to DB2. DB2 is supported at the ADC. This effort would be even more extensive than expanding the master record. It is imperative that some action be taken in the near future due to the fact that SDAT can not be sure how much longer VSAM will be supported, and the possibility of diminished system support due to the possible retirement of the current staff that maintains ADS.

SDAT currently maintains **Computer Assisted Mass Appraisal (CAMA)** databases in the 23 counties and Baltimore City assessment offices. These databases use FoxPro 6.0 as the file structure. The database has a number of tables including administrative, land, main structure, and accessory structures. The administrative table is created by downloads from the real property Assessment Data System (ADS). The CAMA system allows for the importing of structure sketches and digital photos. The sketches are created using Apex 2.91 Assessor from Apex Software (apexwin.com).

The original CAMA system was developed from MicroSolve Systems Integration and Consulting (www.msolve.com) assessor appraisal system. This initial system was an ASCII flat file system. Starting in 2000, development was initiated by DAT in coordination with MircoSolve to develop the current database system. The current CAMA system is client based. Currently, SDAT has no agreement with MicroSolve for any support.

Each assessment office has a Local Area Network (LAN) which is connected to a Wide Area Network (WAN) via NetworkMaryland. The CAMA database in each assessment office is housed on a Novell server. Database support is provided from the main headquarters in Baltimore with a developer stationed in the Washington County assessment office. A CAMA manager is assigned to each database. This manager is responsible for monitoring the system, running reports and coordinating uploads to ADS. Scheduled downloads of property data such as new accounts, property ownership, and location factors are received from ADS on Tuesday, Thursday, and Saturday evenings. This property information is entered via a CICS on-line system using Attachmate MyExtra emulation software. This information can not be entered in the CAMA system. The CAMA system generates valuations for reassessment, out-of-cycle valuation changes and new construction pickup. These valuations are uploaded and processed through a batch system that is part of ADS and existed prior to the implementation of the CICS on-line system.

Under the current framework for CAMA, the individual databases operate independently of each other. There is no single database that encompasses all the properties in the State. There are approximately 2.5 million real properties statewide. Due to the geographical makeup of the State, the CAMA databases go from a size of over 315,000 properties in Montgomery County to less than 17,000 properties in Somerset County. DAT maintains in each assessment office a separate database for residential property and another for commercial/industrial property. Access to an assessment office database is restricted to those clients within the LAN.

Since access to the 24 databases is limited to the LAN within each assessment office, the ability of assessors to inquiry to other databases for information on similar properties is limited. The only access on a statewide basis is through ADS and since ADS has a minimal amount of CAMA information it is not a viable alternative. What is needed is a statewide database available to all 24 assessment offices, providing land and building attributes. The database should be centralized to allow for DBA management at one location instead of 24 separate sites. The updating capability should allow for a total property management process to allow personnel to perform all required maintenance to one system instead of to two. The current client based applications should be replaced by a thin client utilizing browser interfaces. In this way the program base would be maintained on one server instead of 24.

2.2.1 PROJECT APPROACH

SDAT requires the TO Contractor to provide a feasibility analysis and risk assessment of selected technical proposals submitted in response to SDAT's Assessment and Administration COTS RFP in order to assist SDAT with determining the best technical approach to this new system software solution.

The proposals must be evaluated to determine the most technically sound methodologies and approaches in relation to the specific solution proposed by the Offerors in response to the technical specifications and requirements identified in the RFP, which can be found at <http://www.dat.state.md.us>.

At a minimum, the areas to be evaluated and factors to be considered are:

- a. proposed system architecture – is the architecture an existing and/or sound technology?
- b. proposed relational database structure, table configurations and their relationships – will this configuration perform as stated in the proposal?
- c. recommended hardware configuration – will the server(s) configuration and client devices provide the application response times and processing power as stated in the proposal?

- d. SDAT's existing infrastructure – is SDAT's existing infrastructure compatible with the proposed system architecture?
- e. interface with NetworkMaryland – are SDAT's network connections to NetworkMaryland sufficient to meet the performance goals as stated in the proposal?
- f. system availability, backup and redundancy – will the proposal realistically meet these performance goals as stated?
- g. other technical support as needed to clarify proposal questions by the evaluation committee.

2.2.2 DELIVERABLES

For each written deliverable, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities.

Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

The TORFP Contractor shall provide SDAT with a feasibility analysis and risk assessment of each qualified technical proposal submitted in response to the SDAT RFP. In connection with these services, the TO Contractor shall:

2.2.2.1 Review the SDAT RFP.

2.2.2.2 Review the qualified technical proposals to the SDAT RFP – SDAT is expecting approximately 10 proposals in response to the RFP. Of these 10 proposals, SDAT is estimating that there would be approximately 3-4 qualified technical proposals offering different technical and architectural methodologies that would need to be reviewed by the TO Contractor.

2.2.2.3 Provide the proposed format of the feasibility analysis report and risk assessment report.

2.2.2.4 Perform a feasibility analysis of each selected technical proposal.

2.2.2.5 Perform a risk assessment of each selected technical proposal.

2.2.2.6 Prepare and submit a written feasibility analysis report (according to the report format proposed) on each qualified technical proposal. As part of the report, the TO Contractor shall evaluate the proposals received with regard to specific areas (at a minimum as identified in 2.2.1) and must clearly identify the advantages and disadvantages, pros and cons of each approach.

2.2.2.7 Prepare and submit a written risk assessment (including a risk mitigation plan) on each selected technical proposal according to the report format proposed.

2.2.2.8 Attend oral product demonstrations by the RFP Offerors to be held at SDAT’s Headquarters’ office at 301 W. Preston Street, Baltimore, Maryland, 21201. The purpose would be to have the TO Contractor be present to listen to Offerors respond to questions posed by the SDAT evaluation committee with regard to clarification, if necessary, of the vendors’ proposed technical approach and system architecture.

2.2.2.9 Meet with SDAT staff to review their feasibility analysis and risk assessment reports and explain the results.

SDAT will notify the TO Contractor a minimum of (5) days in advance of the scheduled Offeror oral presentations.

The Contractor shall deliver one electronic copy, using Word for Windows 2003, of each written deliverable to the Agency Project Manager (PM). The TORFP Contractor shall prepare and submit a written feasibility analysis report and risk assessment report for each technical proposal provided to the TORFP Contractor by the SDAT. All reports shall follow the report format as proposed by the TO Contractor. The number of technical proposals to be analyzed will be determined by the SDAT.

2.2.3 Deliverable / Delivery Schedule

ID	Deliverables for 2.2.3	Expected Completion
2.2.2.6	Written Feasibility Analysis Report	NTP + 7 Calendar Days
2.2.2.7	Written Risk Assessment and Mitigation Report	NTP + 7 Calendar Days
2.2.2.8	Attend Selected Oral Presentations	To Be Scheduled – Will Notify
2.2.2.9	Follow Up Meeting to Discuss Reports	7 Days After Final Oral Presentation

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

Due to the importance of the project, the personnel assigned to this work shall possess successful, recent and relevant experience with respect to performing feasibility analyses and risk assessments of similar solutions. The Master Contractor shall clearly demonstrate the extent of its recent relevant experience, and that of its personnel, in the proposal it submits, as required under **Section 6.10** of this TORFP. The specific areas of expertise that are required of the personnel assigned are as follows:

1. The Master Contractor's personnel shall possess knowledge in a full range of disciplines pertaining to information technology, including software (custom software and Commercial-Off-the-Shelf (COTS) packages), implementation of COTS solutions, hardware, data management, process design, communication infrastructure, knowledge of best practices in system architecture and database design, and the integration of these components to deliver a robust technical solution. The Master Contractor shall demonstrate that assigned personnel have a minimum of 10 years experience.
2. The Master Contractor shall demonstrate knowledge and experience in designing and planning IT projects using a variety of approaches and systems acquisition and development methodologies. A minimum of 10 years experience for assigned personnel shall be demonstrated.
3. The Master Contractor shall demonstrate the knowledge and ability to perform a feasibility analysis and a risk assessment, and the ability to clearly convey its findings in a written report.
4. The Master Contractor shall demonstrate that it is capable of furnishing all necessary services required to provide the deliverables described herein. The Master Contractor shall demonstrate in its technical proposal that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services. The resultant team from such a strategic alliance must meet all the requirements contained herein.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

The TO Contractor's proposed staff must have at least 10 years of experience in planning, designing, building, and implementing IT systems. This experience must include expertise in modeling and organizing information to facilitate support of projects or information architectures and must include transition planning from legacy to modern systems. The Contractor must have experience and demonstrate expertise in the design of business applications on complex IT systems and must have expertise in the most current principles and practices of architecture data management systems.

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form – Attachment 8, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the State Department of Assessments and Taxation as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable Form – Attachment 8, for each deliverable being invoiced) submitted for payment to the State Department of Assessments and Taxation at the following address: James Quaranta, 300 W. Preston Street, Baltimore, Maryland 21201.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.6 REPORTING

Due to the limited duration of the services requested, a progress report will not be required.

2.7 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors Form (see page 4) explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) Subcontractors

- 1) Identify all proposed subcontractors and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - A) Name of organization.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type, and duration of contract(s) supporting the reference.
 - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

E) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal, including:
 - 1) all deliverables shall be listed;
 - 2) labor category, hours and hourly rate for each deliverable shall be defined. Dollar figures shall be expressed in whole dollar amounts;
 - 3) summary of hours and costs for each labor skill category;
 - 4) total hours and cost.

The Financial proposal submitted shall be valid for a period not less than 90 calendar days.

SECTION 4 PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 2.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

Master Contractors' proposals will be ranked based on the following criteria listed in order of relative importance:

1. Qualifications of the Master Contractor's proposed personnel in meeting or exceeding the minimum qualifications set forth in the Master Contract and Section 2 - Scope of Work of this TORFP.
2. Qualifications of the Master Contractor in meeting the minimum qualifications set forth in Section 2 - Scope of Work of this TORFP.
3. Overall understanding of the work required, quality of the approach, schedule and methodology for completing the requirements of this TORFP, and proposed solution.
4. Experience, capability and references for the Master Contractor and proposed subcontractors.

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Financial responses of qualified TO proposals will be reviewed and ranked from lowest to highest price proposed.
- C) A task order agreement will be awarded to the TORFP Contractor whose proposal is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 – Notice to Proceed (sample).

ATTACHMENT 1 – PRICE PROPOSAL FORM
PRICE PROPOSAL FOR CATS TORFP # E50P6200071

Figure 1: Hourly Rate Breakdown Format

Deliverable	Labor Category	Hours	Rate	Cost (Hours * Rate)
ID: 2.2.2.6 Feasibility Analysis				
ID: 2.2.2.7 Risk Assessment				
ID: 2.2.2.8 Attending Oral Presentations				
ID: 2.2.2.9 Meeting with SDAT Staff				
Totals				

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# E50P6200071

OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2006 by and between **Task Order Contractor (TO Contractor)** and the State of Maryland, Department of Assessments and Taxation.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Department of Assessments and Taxation, as identified in the CATS TORFP # E50P6200071.
 - b. “CATS TORFP” means the Task Order Request for Proposals # E50P6200071, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and **TO Contractor** dated December 19, 2005.
 - d. “TO Procurement Officer” means James P. Wallace. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Department of Assessments and Taxation and **TO Contractor**.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means James Quaranta of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated April 12, 2006 - Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated April 12, 2006 - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical

d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of June 15, 2006 – July 24, 2006, commencing on the date of Notice to Proceed and terminating on July 25, 2006.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to James Quaranta, the SDAT TO Manager.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Department of Assessments and Taxation

By: James P. Wallace, TO Procurement Officer Date

Witness: _____

ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

(CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

FROM THE NORTH OR SOUTH ON I-95

Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

FROM THE NORTH ON I-83

Follow I-83 to the North Avenue exit. Make a left onto North Avenue. Immediately after you cross the bridge, make a right onto Howard Street. Proceed on Howard Street for almost a half mile and make a right onto Preston Street (Armory on right corner). Make the first right into the pay parking lot.

FROM THE WEST ON I-70

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 South to I-95 North. Follow I-95 to the exit for Route I-395 North. Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

FROM ANNAPOLIS AND VICINITY ON I-97

Follow I-97 North toward Baltimore. Exit at the Baltimore Beltway (I-695) West toward Towson. Continue on I-695 to I-95 North. From I-95, take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

BALTIMORE METRO

The Baltimore Metro runs from Charles Center to Owings Mills. Get off the Subway at the State Center stop. Take the escalator, or elevator, to the top, and you will be on West Preston Street.

LIGHT RAIL

A light rail line connects Timonium, Baltimore and Glen Burnie. Get off of the Light rail at the Cultural Center Station. Perpendicular to the station is West Preston Street, with the Armory on the right corner and the 201 building on the left corner.

ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #E50P6200071

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. James Quaranta of the Department of Assessments and Taxation will serve as your contact person on this Task Order. He can be reached at 410-767-1123 and jquaranta@dat.state.md.us.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

James P Wallace

Task Order Procurement Officer

Enclosures (2)

cc: James Quaranta

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Feasibility Analysis and Risk Assessment of Technical Proposals for Assessment Administration and Valuation COTS Software

TO Agreement Number: #E50P6200071

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: James Quaranta

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Assessments and Taxation

TORFP Title: Feasibility Analysis and Risk Assessment of Technical Proposals for Assessment Administration and Valuation COTS Software

TO Manager: James Quaranta, 410-767-1123

To: **TO Contractor's Contract Manager**

The following deliverable, as required by TO Agreement #E50P6200071, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #E50P6200071 for Feasibility Analysis and Risk Assessment of Technical Proposals for Assessment Administration and Valuation COTS Software. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to James P. Wallace on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland (“the State”), acting by and through its Department of Assessments and Taxation (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Feasibility Analysis and Risk Assessment of Technical Proposals for Assessment Administration and Valuation COTS Software, TORFP No. E50P6200071 dated April 12, 2006, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

Department of Assessments and Taxation:

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

EXHIBIT A
TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE
GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date
